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EXHIBIT A
PROPOSED ORDER

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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION

-and-

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
- ☐ Affects Pacific Gas and Electric Company
- ☒ Affects both Debtors

**All papers shall be filed in the Lead Case,
No. 19-30088 (DM)*

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11
(Lead Case)
(Jointly Administered)

**ORDER APPROVING THE
APPLICATION OF THE OFFICIAL
COMMITTEE OF TORT CLAIMANTS
PURSUANT TO 11 U.S.C. § 1103 AND
FED. R. BANKR. P. 2014 AND 5002 TO
RETAIN AND EMPLOY
MACCONAGHY & BARNIER, PLC AS
SPECIAL COUNSEL EFFECTIVE AS
OF APRIL 23, 2020**

1 Upon the Application, filed April 28, 2020 (the “**Application**”),¹ of the Official Committee
2 of Tort Claimants (the “**TCC**”) of PG&E Corporation and Pacific Gas and Electric Company
3 (collectively the “**Debtors**”) for an order authorizing the retention and employment of MacConaghy
4 & Barnier, PLC (“**M&B**”) as special conflicts counsel, effective as of April 23, 2020, pursuant to
5 section 1103(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), and Rules 2014
6 and 5002 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and in
7 accordance with the terms and conditions set forth in the Engagement Letter dated April 27, 2020
8 as such was affixed to the MacConaghy Declaration, and this Court having jurisdiction to consider
9 the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, the *Order*
10 *Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 (N.D. Cal.),
11 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the
12 Northern District of California (the “**Local Rules**”); and consideration of the Application and the
13 requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper
14 before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found and
15 determined that notice of the Application as provided to the parties listed therein is reasonable and
16 sufficient; and it appearing that no other or further notice need be provided; and this Court having
17 reviewed the Application and the MacConaghy Declaration; and it appearing that the relief
18 requested in the Application is in the best interests of the Debtors, their estates, creditors,
19 shareholders, and all parties in interest; and upon all of the proceedings had before this Court and
20 after due deliberation and sufficient cause appearing therefor,

21 **IT IS HEREBY ORDERED THAT:**

- 22 1. The Application is approved solely to the extent set forth herein.
- 23 2. The TCC is authorized, pursuant to section 1103 of the Bankruptcy Code and
24 Bankruptcy Rules 2014(a) and 5002, to engage M&B as its special conflicts counsel in these Cases,
25 effective as of April 23, 2020. The terms of M&B’s engagement, with the exception of M&B’s
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28 ¹ Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Application.

1 compensation and reimbursement of expenses, will be pursuant to the terms of the Engagement
2 Letter.

3 3. M&B shall be compensated for fees and reimbursed for reasonable and necessary
4 expenses and shall file monthly fee statements and interim and final fee applications for the
5 allowance of compensation for services rendered and reimbursement of expenses incurred in
6 accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local
7 Rules, the order entered by this Court on February 28, 2019 establishing the procedures for interim
8 compensation and reimbursement of expenses of professionals (Dkt. No. 701), the *United States*
9 *Bankruptcy Court Northern District of California Guidelines for Compensation and Expense*
10 *Reimbursement of Professionals and Trustees*, effective February 19, 2014, the *U.S. Trustee*
11 *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed*
12 *Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013, the
13 Notice of Filing of Parties' Revised Fee Examiner Protocol (Dkt. No. 4473), and any other order
14 of the Court.

15 4. Notwithstanding anything to the contrary in the Application or the Engagement
16 Letter, M&B shall not seek reimbursement for any fees or costs arising from the defense of any of
17 M&B's monthly fee statements or fee applications in these Cases. Approval of the Application and
18 any terms of the Engagement Letter shall not alter the result dictated by the holding in *Baker Botts*
19 *L.L.P. v. ASARCO LLC*, 135 S. Ct. 2158, 2169 (2015) and its construction of 11 U.S.C. § 330(a)(1).

20 5. Notwithstanding any provision in the Engagement Letter to the contrary, there shall
21 be no limitation of liability in connection with this engagement.

22 6. To the extent that there may be any inconsistency between the terms of the
23 Application, the Engagement Letter and this Order, the terms of this Order shall govern.

24 7. Notwithstanding anything to the contrary in the Application or the Engagement
25 Letter, M&B's allowed compensation shall have the same priority as the allowed professional fees
26 and expenses of other professionals retained in the Cases.

10. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order. For the avoidance of doubt, notwithstanding any provision in the Engagement Letter to the contrary, during the pendency of these Cases, this Court shall have exclusive jurisdiction over the approval of fees due and owing to M&B for this retention.

**** END OF ORDER ****